(Class Action Division)

CANADA | **SUPERIOR COURT OF QUEBEC**

PROVINCE OF QUEBEC
DISTRICT OF MONTREAL

No.: 500-06-001374-251

M. M., residing and domiciled at [redacted], District of Montreal, Province of Quebec, [redacted]

Plaintiff

v.

APPLE CANADA INC., legal person having an elected domicile at 1000 rue De la Gauchetière Ouest, suite MZ400, in the City and District of Montréal, Province of Québec, H3B 0A2

-and-

APPLE, INC., legal person having its head office at 1 Apple Park Way, in the city of Cupertino, California, U.S.A., 95014

Defendants

APPLICATION FOR AUTHORIZATION TO INSTITUTE A CLASS ACTION
(Art. 574 C.C.P. and following)

TO ONE OF THE HONOURABLE JUDGES OF THE SUPERIOR COURT OF QUEBEC, SITTING IN AND FOR THE DISTRICT OF MONTREAL, THE PLAINTIFF STATES THE FOLLOWING:

Introduction:

1. Plaintiff wishes to institute a class action on behalf of the following group, of which Plaintiff is a member, namely:

> All persons in Canada who participated in the Apple Trade In Program by providing their Eligible Used Device in the context of the purchase of a New Device from Apple, and who were charged Sales Taxes calculated on the full price of the New Device, or any other Group(s) or Sub-Group(s) to be determined by the Court;

(hereinafter referred to as the "**Class Members**", the "**Class**", the "**Group Members**", the "**Group**", the "**Customers**", or the "**Consumers**");

2. Defendant Apple, Inc. ("**Apple USA**") is an American company incorporated in the State of California (USA) and having its head office in Cupertino, California, USA. Apple USA develops, manufactures, distributes, and sells various electronic devices, including without limitation smartphones, laptops and computers and their relevant accessories or components, smart tablets, headphones, smart watches, virtual reality equipment, smart home equipment, etc., worldwide and throughout Canada (including in the Province of Quebec), either directly or indirectly through its affiliate and/or subsidiary Defendant Apple Canada Inc. ("**Apple Canada**"). Apple Canada has its elected domicile in the City of Montreal, Province of Quebec, the whole as appears more fully from a copy of the *Registre des enterprises* (CIDREQ) report communicated herewith as **Exhibit P-1**. Given their close ties, both Defendants are being collectively referred to herein as "**Apple**".

The situation:

3. **"Apple Trade In Program"**, for the purposes of this action, means Apple's trade-in program whereby Class Members provide (trade-in) their Eligible Used Device in the context of the purchase of a New Device from Apple.

4. **"Eligible Used Device"** means a Class Member's previously owned Apple device.

5. **"New Device"**, for the purposes of this action, means a new Apple device or Apple product (not previously owned by the Class Member) that is sold by Apple to the Class Member while participating in the Apple Trade In Program.

6. **"Sales Tax(es)"** is/are hereinafter used to collectively refer to the Harmonized Sales Tax ("HST"), the Good and Services Tax ("GST"), the Provincial Sales Tax ("PST") in some Canadian provinces, the Retail Sales Tax ("RST") in Manitoba, and/or the Quebec Sales Tax ("QST") in Quebec.

A. Sales Taxes – Overview

7. Taxation in Canada is a shared responsibility between the federal government and the various provincial and territorial governments.

8. Under the Constitution Act, 1867, 30 & 31 Vict, c 3, taxation powers are vested in the Parliament of Canada under s. 91(3) for "The raising of Money by any Mode or System of Taxation". The provincial legislatures have a more restricted authority under ss. 92(2) and 92(9) for "Direct Taxation within the Province in order to the raising of a Revenue for Provincial Purposes";

9. The federal government levies a sales tax (or value-added tax ("VAT")) across the country of 5%, called the Goods and Services Tax ("GST"), and certain provinces also levy their own sales taxes or VAT, as more fully detailed below.

10. As an "agent" of the Minister of the federal government and/or as a "agent" or "mandatary" of the provincial governments, including without limitation the Minister of Revenue of Quebec, Apple is required to collect Sales Taxes payable in accordance with the provisions set out in the applicable federal Excise Tax Act and the other provincial legislations (as more fully detailed below).

B. <u>The Federal GST</u>

11. The Canadian federal Goods and Services Tax (GST) of 5% applies nationwide (in all Canadian provinces and territories).

12. The Federal GST is governed across the country by the Excise Tax Act (R.S.C., 1985, c. E-15).

13. When a trade-in of used tangible personal property is involved, the value of the trade-in affects the GST taxable consideration for the supply made by the supplier.

<u>The Excise Tax Act (R.S.C., 1985, c. E-15)</u>

> ***Used tangible personal property trade-ins***
>
> **153 (4)** Where, at the time a supplier makes a supply of tangible personal property to a recipient, the supplier accepts, in full or partial consideration for the supply, other property (in this subsection and subsection (5) referred to as the "trade-in") that
>
> (a) is used tangible personal property or a leasehold interest therein, and
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> (b) is acquired for consumption, use or supply in the course of a commercial activity of the supplier,
>
> and the recipient is not required to collect tax in respect of the supply of the trade-in, the value of the consideration for the supply made by the supplier is deemed, for the purposes of this Part, to be equal to the amount, if any, by which the value of the consideration for that supply (as otherwise determined under this Part) exceeds
>
> (c) except where paragraph (d) applies, the amount credited to the recipient in respect of the trade-in, and

> (d) where the supplier and the recipient are not dealing with each other at arm's length at the time the supply is made and the amount credited to the recipient in respect of the trade-in exceeds the fair market value of the trade-in at the time ownership thereof is transferred to the supplier, that fair market value.

C. ***GST Only Provinces and Territories***

14. All Canadian provinces (except Alberta) impose a provincial sales tax, either independently or in conjunction with the federal GST.

15. The Province of Alberta and the three Canadian territories (Yukon, Northwest Territories, and Nunavut) do not impose any additional sales tax other than the federal GST.

16. Accordingly, the only sales tax in Alberta and the three Canadian territories (Yukon, Northwest Territories, and Nunavut) is the GST at 5% (therefore governed by the governed by the Excise Tax Act).

D. ***HST Provinces***

17. The Provinces of Ontario, New Brunswick, Nova Scotia, Prince Edward Island, and Newfoundland and Labrador, have merged their Provincial Sales Tax (PST) with the 5% GST to create a Harmonized Sales Tax (HST).

18. These provinces have entered into agreements with the federal government under which the Canada Revenue Agency (CRA) collects the provincial tax as part of the Harmonized Sales Tax (HST).

19. The GST/HST is governed by the Excise Tax Act and any business registered for GST purposes (such as Apple), regardless of its location, is required to charge and

collect the HST at the applicable rates on goods and services supplied to customers in HST-participating provinces (this includes all devices sold by Apple).

20. The total HST rates in these provinces are as follows:

- Ontario – 13%
- New Brunswick – 15%
- Nova Scotia – 15%
- Newfoundland and Labrador – 15%
- Prince Edward Island – 15%

21. Although these provinces utilize the HST and the federal Excise Tax Act already deals with the calculation of Sales Taxes in the context of a trade-in, these provinces have nonetheless enacted certain other provincial legislations dealing with trade-ins as well:

C.1 Ontario:

Retail Sales Tax Act, R.S.O. 1990, c. R.31

> **Tax on merchandise tendered in trade**
>
> 2 (20) Where tangible personal property is accepted at the time of sale by a person or a vendor on account of the price of other tangible personal property sold, the purchaser shall pay the tax under subsection (1) calculated on the difference between the fair value of the property sold and the credit allowed for the tangible personal property accepted on account of the purchase price in trade. R.S.O. 1990, c. R.31, s. 2 (20); 1993, c. 12, s. 2 (4); 2010, c. 26, Sched. 17, s. 2.

C.2 New Brunswick:

Harmonized Sales Tax Act, Chapter H-1.01

Imposition of tax

22(1) Every consumer of tangible personal property designated by regulation and consumed within the Province shall pay to the Minister, for the purpose of raising of revenue for provincial purposes, a tax in respect of the consumption of such personal property computed at the rate of 15% of the fair value of such personal property where the supply of such personal property is not a taxable supply by a registrant under Part IX of the Excise Tax Act (Canada).

22(2) Every person who brings or causes to be brought into the Province or who receives delivery in the Province of designated tangible personal property for his or her own consumption or for the consumption of another person at his or her expense, or on behalf of or as agent for a principal who desires to utilize such personal property for consumption by such principal or by any other person at the expense of such principal, shall pay to the Minister for the purpose of raising revenue for provincial purposes, a tax at the rate of 15% of the fair value of such personal property, where the supply of the personal property is not a taxable supply by a registrant under Part IX of the Excise Tax Act (Canada).

22(3) The tax shall be computed to the nearest cent, and one-half cent shall be deemed to be one cent.

22(4) The proceeds of the tax shall be paid into the Consolidated Fund.

Determination of fair value

25(1) The fair value of designated tangible personal property for the purposes of taxation under this Part shall be as determined in accordance with the regulations.

25(2) If within the Province a person purchases designated tangible personal property taxable under section 22 from a person residing in the Province and trades as part of the consideration of the purchase price other designated tangible personal property, the tax shall be computed on the difference between the fair value of the personal property purchased and the fair value of the personal property traded.

C.3 Nova Scotia:

Revenue Act CHAPTER 17 OF THE ACTS OF 1995-96:

Trades

21 Where tangible personal property is accepted in trade from the purchaser at the time of sale by a vendor on account of the price of the tangible personal property sold the purchaser shall pay the tax on the difference between the purchase price of the property sold and the credit allowed for the tangible personal property accepted in trade on account of the purchase price. 1995-96, c. 17, s. 21; 1997, c. 3, s. 15.

C.4 Newfoundland and Labrador:

Revenue Administration Act, SNL 2009, chapter R-15.01

Trade-in

89. Where a person who acquires a used vehicle at a retail sale turns in to the seller or to another person selling at a retail sale, as part or full payment of the purchase price of the used vehicle being acquired, another used vehicle on which the person has paid a tax under this Act or in respect of which the person is under this section or the regulations not liable to pay tax, that person shall pay the tax on the difference between the purchase price of the used vehicle being acquired and the value allowed by the seller or other person on the used vehicle turned in.

C.5 Price Edward Island:

Retail Sales Tax Act, CHAPTER R-13.03

1. Definitions

(d) "designated property" means a vehicle, boat or aircraft;

16. Taxable value if trade-in allowed on purchase

(1) If designated property, other than a vehicle, of a purchaser is accepted at the time of sale by the seller on account of the purchase price of the designated property, other than a vehicle, being sold, for the purposes of subclause 1(r)(ii) of the definition of "taxable value", the taxable value of the designated property purchased by the purchaser and subject to tax under this Act is the amount, if any, by which the fair market value of that designated property exceeds the fair market value, at the time of sale, of the designated property accepted by the seller on account of the purchase price.

Idem, where property is a vehicle

(2) If designated property, that is a vehicle, of a purchaser is accepted at the time of sale by the seller on account of the purchase price of the designated property, that is a vehicle, being sold, the taxable value for the purposes of subclause 1(r)(iii) of the vehicle purchased by the purchaser and subject to tax under the Act is the amount, if any, by which the taxable value as determined under subclause 1(r)(iii), of that vehicle exceeds the taxable value, as determined under subclause 1(r)(iii), at the time of sale of the vehicle accepted by the seller on account of the purchase price. 2012(2nd),c.22,s.16.

E. ***QST/PST/RST Provinces***

22. The Provinces of Quebec, Manitoba, Saskatchewan, and British Columbia keep the GST and their Provincial Sales Tax (PST) separate.

23. Quebec calls its PST the Quebec Sales Tax (QST).

24. Manitoba calls its PST the Retail Sales Tax (RST).

25. The rates in these provinces are as follows:

- Quebec – GST 5%, QST 9.975% = 14.975%
- British Columbia – GST 5%, PST 7% = 12%
- Manitoba – GST 5%, RST 8% = 13%
- Saskatchewan – GST 5%, PST 6% = 11%

D.1 Quebec:

26. The Quebec Sales Tax (QST) operates similarly to the federal GST, applying to most goods and services in Quebec, including the devices sold by Apple.

27. The QST is governed by the Act respecting the Québec sales tax chapter T-0.1. The QST regime also applies to out-of-province suppliers and digital platform operators serving Quebec consumers.

28. When a supplier accepts a trade-in as part of the consideration for a supply of corporeal movable property, the value of the consideration is deemed to be the amount exceeding the trade-in value.

The Act respecting the Québec sales tax, chapter T-0.1

> **54.1.** Where, at the time a supplier makes a supply of corporeal movable property to a recipient, the supplier accepts, in full or partial consideration for the supply, other property (in this section and in section 54.2 referred to as the "trade-in") that is used corporeal movable property or a leasehold interest therein and is acquired for consumption, use or supply in the course of a commercial activity of the supplier, and the recipient is not required to collect the tax in respect of the supply of the trade-in otherwise than by reason of the application of subparagraph 3 of the second paragraph of section 422 , the value of the consideration for the supply made by the supplier is deemed to be equal to the amount by which the value of the consideration for that supply, as otherwise determined, exceeds
>
> (1) except where paragraph 2 applies, the amount credited to the recipient in respect of the trade-in; and
>
> (2) where the supplier and the recipient are not dealing with each other at arm's length at the time the supply is made and the amount credited to the recipient in respect of the trade-in exceeds the fair market value of the trade-in at the time ownership thereof is transferred to the supplier, that fair market value.
>
> 1997, c. 85, s. 454; 2002, c. 9, s. 155; 2019, c. 14, s. 536.

D.2 British Columbia:

29. The British Columbia PST is governed by the Provincial Sales Tax Act [SBC 2012] CH 35.

Provincial Sales Tax Act [SBC 2012] CH 35

Purchase price if trade-in allowed on purchase of tangible personal property

24 (1)In this section:

"applicable tax" means a tax imposed in relation to tangible personal property under any of the following:

(a) this Act;

(b) the *Consumption Tax Rebate and Transition Act*;

(c) the *Social Service Tax Act*;

(d) section 165 (2), 212.1 or 218.1 or Division IV.1 of Part IX of the *Excise Tax Act*, in respect of British Columbia as a participating province under Part IX of that Act;

"initial price", in relation to tangible personal property, means the purchase price of the tangible personal property under section 9 (a) to (c).

(2) Subsection (3) does not apply if the tangible personal property sold or the tangible personal property accepted on account of the property sold is a multijurisdictional vehicle.

(3) If, in relation to a sale in British Columbia of tangible personal property, tangible personal property on which the purchaser has previously paid an applicable tax or that was exempt from an applicable tax is accepted at the time of sale by the seller as consideration on account of the price of the tangible personal property sold, for the purposes of this Act, the purchase price of the tangible personal property sold is

the amount equal to the initial price of the tangible personal property sold less the amount of the credit allowed for the tangible personal property accepted on account of the price of the tangible personal property sold.

(4) If a motor vehicle on which a person referred to in section 49 (5) *[tax if tangible personal property brought into British Columbia for use]* has previously paid an applicable tax or that was exempt from an applicable tax is accepted at the time of sale of a motor vehicle to which that section applies by the seller as consideration on account of the price of the motor vehicle sold, for the purposes of section 49 (7.1) or (8), the purchase price of the motor vehicle sold is the amount equal to the initial price of the motor vehicle sold less the amount of the credit allowed for the motor vehicle accepted on account of the price of the motor vehicle sold.

D.3 Manitoba:

30. As mentioned above, Manitoba calls its PST the Retail Sales Tax (RST), which is governed by the Retail Sales Tax Act, C.C.S.M. c. R130.

The Retail Sales Tax Act, C.C.S.M. c. R130:

Trade-ins

2.2(5.1) Subsection (5) does not apply to the purchase or other acquisition of a motor vehicle or off-road vehicle to which subsection 2(9) applies.

Trade-ins

2(9) Where tangible personal property in Manitoba of the same general kind is received and accepted at the time of sale by a vendor on account of the price of other tangible personal property sold, the purchaser shall pay the tax under this section computed on the difference between the fair value of the property sold and the credit allowed for the tangible personal property received and accepted in trade on account of the purchase price.

No credit for trade-in of interjurisdictional vehicle

2(9.1) Subsection (9) does not apply where the property accepted by the vendor in trade is a vehicle that is or has been registered for interjurisdictional commercial purposes and on which tax has not been paid under this section by the purchaser.

Trade-in not acquired at a retail sale

2(9.2) Subsection (9) does not apply to property accepted from a purchaser in trade if the purchaser did not acquire the property at a retail sale.

D.4 Saskatchewan:

31. Saskatchewan's PST is governed by the Provincial Sales Tax Act, RSS 1978, c P-34.1

Provincial Sales Tax Act, RSS 1978, c P-34.1

Tax on Consumer or User

Tax

5

(1) Subject to subsections (9), (18), (20) and (21), every consumer of tangible personal property, purchased at a retail sale in Saskatchewan shall pay to the Crown for the raising of a general revenue, at the time of making his purchase, a tax in respect of the consumption of the property and such tax shall be computed at the rate of 6% of the value of the property to be consumed.

(21.1) Subject to subsections (21.2) to (21.6) and the regulations, where tangible personal property is accepted on trade at the time of sale by a person or a vendor respecting other tangible personal property sold, the consumer or user shall pay the tax on the difference between the value of the tangible personal property sold and the credit allowed for the tangible personal property accepted on trade.

(21.5) Where a consumer or user eligible for the deduction mentioned in subsection (21.3) has a vehicle accepted on trade at the time of sale, he or she may decline the deduction and elect to determine the tax payable on the vehicle in the manner set out in subsection (21.1).

(21.6) Subject to the regulations, subsection (21.1) does not apply if:

(a) the tangible personal property accepted in trade is exempt from the tax imposed by this Act or the tax imposed by this Act has not been paid at the time the tangible personal property is accepted in trade;

(b) the tangible personal property is not tendered in trade by the purchaser at the time of sale; or

(c) the tangible personal property tendered in trade does not belong to the purchaser.

Conclusion of this section:

32. Accordingly, the Federal legislator and the Provincial legislators have consistently provided that when a supplier accepts a trade-in as part of the consideration for a supply of corporeal movable property, the value of the consideration is deemed to be the amount exceeding the trade-in value, for the purposes of calculating the Sales Taxes.

33. This class action lawsuit therefore seeks compensatory and punitive damages stemming from Apple's intentional refusal and failure from applying these trade-in provisions and Apple's false and misleading representations and prohibited acts in illegally charging and collecting additional amounts from the Class Members, making the Class Members believe that said amounts are indeed Sales Taxes.

34. Indeed, for example and *inter alia*, Quebec's Consumer Protection Act, chapter P-40.1, at Section 227.1, provides for the following obligation, which Apple has wilfully and intentionally contravened and continues to contravene:

227.1. No person may, by any means whatever, make false or misleading representations concerning the	*227.1. Nul ne peut, par quelque moyen que ce soit, faire une représentation fausse ou trompeuse*

existence, charge, amount or rate of duties payable under a federal or provincial statute.	*concernant l'existence, l'imputation, le montant ou le taux des droits exigibles en vertu d'une loi fédérale ou provinciale.*

The Apple's Trade-In Program

35. Apple operates a trade-in program (the "Apple Trade In Program") in which a Consumer or Customer may trade-in their Eligible Used Device in the context of the purchase of a New Device from Apple.

36. Consumers and Customers may access and participate in the Apple Trade In Program online through Apple's websites, in which case they either mail in their Eligible Used Device to Apple or deliver the Eligible Used Device to Apple at one of Apple's retail stores (Apple Stores). This is indeed how the Plaintiff participated in the Apple Trade In Program, as more fully detailed below.

37. Alternatively, Consumers and Customers may access and participate in the Apple Trade In Program completely in person at one of Apple's retail stores (Apple Stores), namely by going to the Apple Store with their Eligible Used Device in hand, having said Eligible Used Device evaluated by an Apple representative and then trading in their said Eligible Used Device to Apple directly in the context of the purchase of a New Device from Apple, all during the same visit.

38. Excluded from the present class action and proposed Class definition are therefore those consumers or customers who decide against the immediate purchase of a New Device and who decide to simply remit their Eligible Used Device to Apple in exchange for an Apple Store Gift Card that may be used at a later date toward a future purchase of merchandise, goods or services from Apple.

39. Plaintiff alleges that Apple, as tax collector, have been inconsistently, arbitrarily, and/or unlawfully charging and collecting GST and other Sales Taxes in the context of the Apple Trade In Program and that Class Members have unwittingly been paying said improper and arbitrarily inflated tax(es) which were unlawfully demanded and not due.

40. Plaintiff contends that Apple has been: (i) charging and collecting a greater amount in Sales Taxes in the context of the Apple Trade In Program and (ii) misrepresenting that said larger amount of Sales Taxes are indeed due under Federal and/or Provincial legislations, when it is not.

41. At the core of the present Application is the fact that Apple's tax collection practices are at odds with above-detailed applicable sales tax laws and that the collection of the undue sales taxes was under *colore officii*.

42. To date, Apple has been inconsistently applying the Excise Tax Act and the other applicable provincial legislations by overcharging and over-collecting Sales Taxes in the context of the Apple Trade In Program, thereby misappropriating and occupying the funds in the absence of any legal right.

43. Further, in so doing, Apple has made false and misleading representations to Class Members that it had a right (or even a duty) to collect the undue Sales Taxes described herein including but not limited to the act of listing the purported and illegally increased Sales Taxes as "GST", "QST", "RST" and/or "PST" or generically as "taxes" on the Customers' invoices.

44. The mere representation that the charges represent the proper Sales Taxes due under federal and/or provincial legislations is likely to mislead Consumers and contravenes Section 227.1 of the Consumer Protection Act, CQLR c. P-40.1, which stipulates that "no person may, by any means whatever, make false or misleading representations concerning the existence, charge, amount or rate of duties payable under a federal or provincial statute".

45. In any case, when purchasing a product from a merchant, especially one as large as Apple in the context of the Apple Trade In Program, a reasonably prudent person normally and rightfully presumes that the amount of the Sales Taxes are properly and lawfully calculated – which is clearly not the case with Apple.

46. Apple knew and/or should have known the Sales Tax requirements in each Canadian province or territory in which Apple operates and that their tax collection practices in relation to the Apple Trade In Program are inconsistent with applicable Federal and Provincial legislations in Canada.

47. While the said Federal and Provincial legislations, including without limitation the Excise Tax Act and the Quebec Act respecting the Quebec sales tax, contains clear provisions applicable to the Apple Trade In Program, Apple nonetheless consistently misapplies and/or wholly disregards the applicable laws by miscalculating GST and/or QST and/or other Sales Taxes.

48. Apple's intentional and wilful business practice of overcharging and wrongfully collecting increased amounts of Sales Taxes in the context of the Apple Trade In Program is unlawful, deliberate, deceptive, and/or grossly negligent.

49. By reason of Apple's conduct, the Plaintiff and the Class Members suffered damages upon which they wish to claim herein.

APPLE IS OVERCHARGING CLASS MEMBERS MISREPRESENTING THESE CHARGES AS SALES TAX

50. Apple, through their Apple website have intentionally overcharged the Consumers and Customers (participating in the Apple Trade In Program), misleading and misrepresenting to the Class Members that they were properly charging them for the applicable Sales Taxes.

51. As detailed above, the applicable Federal and Provincial laws are clear and unambiguous with respect to the collection of Sales Taxes concerning "used tangible personal property trade-ins" as described in the federal Excise Tax Act (and also described in the other provincial statutes, as detailed above). Under these statutes, a supplier providing full or partial consideration through "used tangible personal property trade-ins" must only collect Sales Tax on the net value of the transaction, that being the value of the new taxable supply minus the value of the used tangible personal property that is being traded-in.

52. Apple intentionally makes false, misleading and/or deceptive representations (including omissions) to Class Members that it had and has a right to charge Sales Tax on the full value of New Devices after the Class Members had participated in the Apple Trade In Program with an Eligible Used Device, thus illegally overcharging the Plaintiff and Class Members.

53. The Plaintiff and the Class Members hereby claim damages caused by these intentional misrepresentations and intentional illegal charges, together with punitive damages.

FACTS GIVING RISE TO AN INDIVIDUAL ACTION BY THE PLAINTIFF

54. On November 10, 2024, Plaintiff, a consumer, consulted Apple's Canadian website in order to learn more about participating in the Apple Trade In Program by trading in his personal Eligible Used Device, namely his Mid 2017 13 inch MacBook Pro laptop, while simultaneously purchasing a New Device, namely a 14 inch MacBook Pro laptop which he had configured and selected.

55. Plaintiff communicates herewith as **Exhibit P-2**, a screenshot he took that day of the "Review your bag" screen on the Apple Canadian website in question, before proceeding to check out and confirm the order:

56. As appears from said screenshot, Apple confirms and represents to Plaintiff, a consumer, the following:

a) That the "Price of the Mac" (namely the new 14-inch MacBook Pro – Space Black) is $2,949.00;

b) The "Trade-in credit" is $115.00;

c) After drawing a horizontal line (not unlike grade school math problems), that the "Price after trade-in" is $2,834.00;

d) Toward the end of the page, that the "Estimated tax" is $441.61; and

e) That the "**Total**" (in bold) is $3,390.61.

57. Plaintiff trusted and relied upon Apple's said misrepresentations and Plaintiff reasonably believed from this screenshot that the "Estimated tax" of $441.61 was properly calculated by Apple on the so-called "Price after trade-in" of $2,834.00.

58. However, the proper Sales Taxes on said "Price after trade-in" of $2,834.00 total $424.39, namely $141.70 in GST (at 5%) plus $282.69 in QST (at 9.975%).

59. The "Estimated tax" amount of $441.61 misrepresented by Apple in the above pre-purchase screenshot is actually the total amount of Sales Taxes in Quebec calculated on the initial "Price of the Mac" of $2,949.00, namely $147.45 in GST (at 5%) plus $294.16 in QST (at 9.975%).

60. Accordingly, the difference and overage in Sales Taxes on this purchase is $441.61 minus $424.39 = $17.22.

61. Believing that the Sales Taxes had been properly and legally calculated by Apple, Plaintiff proceeded to "check out" and placed the order in question via Apple's Canadian website, therefore participating in the Apple Trade In Program by agreeing to trade in his personal Eligible Used Device (namely his Mid 2017 13 inch MacBook Pro laptop) while simultaneously purchasing the New Device (namely a 14 inch MacBook Pro laptop).

62. That same day of November 10, 2024, Apple sent Plaintiff an order confirmation email detailing the same exact figures and Sales Taxes calculation as seen in the above pre-purchase screenshot and confirming the order number of W1367600508, a copy of which is communicated herewith as **Exhibit P-3**.

63. On November 12, 2024, Apple sent Plaintiff a "Your items have shipped" email, a copy of which is communicated herewith as **Exhibit P-4**.

64. On November 13, 2024, Apple sent Plaintiff a "Apple Trade In – Your trade-in has been initiated" confirmation email, a copy of which is communicated herewith as **Exhibit P-5**.

65. On November 18, 2024, Plaintiff received from Apple the New Apple Device (namely a 14 inch MacBook Pro laptop), at his home.

66. Plaintiff proceeded to wipe out all personal data from his Eligible Used Device (namely his Mid 2017 13 inch MacBook Pro laptop).

67. On November 26, 2024, Plaintiff sent the Eligible Used Apple Device (namely his Mid 2017 13 inch MacBook Pro laptop) to Apple using Apple's provided box and UPS label.

68. On November 29, 2024, Apple sent Plaintiff and email, a copy of which is communicated herewith as **Exhibit P-6**, indicating the following:

> **Date:** November 29, 2024 at 2:57:35 PM EST
> **To:** michaeljmire@gmail.com
> **Subject: Your trade-in refund is being processed.**
>
> Apple Trade In
>
> **Good news. Your trade-in is complete.**

Thanks for using Apple Trade In. Everything checks out, so we are issuing you a refund to your original payment method.

You may receive some or all of your credit via Apple Gift Card if:

- You paid for your original purchase using a gift card or Apple Account balance. Note: We will send the trade-in credit to you by email on an Apple Gift Card if your Apple Account balance is at or near the maximum limit.
- You received a higher value for your trade-in device than you were initially quoted.
- The value of your trade-in device is higher than the cost of your new product.
- You return your new device after the associated trade-in has been completed.

If you purchased AppleCare+ for this device, make sure you cancel it. If you paid in full, you may receive a refund for any unused coverage.

Please note: At this point, if you decide to return your new Apple product, we will not be able to return your trade-in device to you.

Order Number: W1367600508

Ordered on: 10/11/2024

Apple
Trade In

Your Device:

MacBook Pro i5 2.3GHz 13" (Mid 2017) 256GB SSD

Serial Number: C02W6A14HV29

Payment Method:

...2008

69. On November 30, 2024, Apple reimbursed the total amount of $115 on Plaintiff's original payment method, namely his credit card, therefore crystallizing the illegal overcharging and misrepresentations made to the Plaintiff (by not reimbursing the additional amount of $17.22, namely the GST and QST on said $115 amount).

70. Accordingly, Apple has illegally misrepresented and overcharged Plaintiff a total of $17.22 in the context of the above Apple Trade-In Program transaction, by calculating the Sales Taxes of GST and QST on the initial full purchase price of the New Device as opposed to calculating it on the net amount after deducting the value of the trade in of the Eligible Used Device.

71. Plaintiff seeks damages from Apple, plus interest and punitive damages, in amounts to be determined by the Court.

FACTS GIVING RISE TO AN INDIVIDUAL ACTION BY EACH OF THE MEMBERS OF THE GROUP

72. Every Class Member has purchased a New Device from Apple in the context of participating in the Apple Trade In Program, in the context of which Apple misrepresented and illegally overcharged Sales Taxes.

73. The Class Members were deprived of their money by Apple's unlawful, unfair, misleading, and/or grossly negligent acts and practices.

74. In consequence of the foregoing, each Class Member is justified in claiming at least one or more of the following as damages assessed and calculated in the following manner:

i. Money in an amount equal to what was overcharged as Sales Taxes in contravention with the applicable legislations, or any other measure of damages as determined by the Cout; and

ii. Compensation for the period during which they were deprived of possession of their property in the greater amount of:

- Interest calculated on the amount of money collected without right with the Barreau du Quebec's legal tax rate and additional indemnity calculator; or alternatively

- Interest at the rate of 5% on the amount of money withheld in accordance with the Interest Act R.S.C., 1985, c. I-15.

iii. Punitive damages in accordance with the Consumer Protection Act.

75. Indeed, for all of the reasons more fully detailed above, Plaintiff respectfully submits that Apple was grossly and/or intentionally negligent and is liable to pay punitive damages to the Class Members.

76. Apple's above detailed actions qualify its fault as intentional which is a result of wild, willful and foolhardy recklessness, in disregard for the rights of the Class Members, with full knowledge of the immediate and natural or at least extremely probable consequences that its actions would cause to the Class Members.

77. Apple's negligence has shown a malicious, oppressive and high-handed conduct that represents a marked departure from ordinary standards of decency.

78. In fact, after similar legal proceedings had first been instituted in Ontario in June of 2023 regarding Apple overcharging GST in the context of the Apple Trade In Program, Apple nonetheless continued its same nationwide abusive and misleading conduct, continuing to charge the full Sales Taxes on the full value of the New Device, instead of on the differential between the value of the New Device and the value of the Eligible Used Device.

79. In addition, and for example in the State of Florida (USA) which has similar legislation in place regarding sales taxes applicable to such trade-in programs, Apple engages in the same misleading and illegal conduct of charging the applicable sales taxes on the full price of the New Device without providing a trade-in credit in some parts but not all parts of Florida, the whole as more fully appears from the following:

   a) a copy of an extract from the Apple.com website with a trade-in calculation example in the North Miami 33160 (Florida) Zip Code, evidencing that Apple charges the 7% sales taxes only on the **after-trade-in amount** of the transaction in question, together with an extract of the Avalara website confirming the total sales tax rate applicable in that zip code, communicated herewith, *en liasse*, as **Exhibit P-7**;

as opposed to:

b) a copy of an extract from the Apple.com website with a trade-in calculation example in the Pinellas County (Florida) 34695 Zip Code, evidencing that Apple this time charges the 7% sales taxes on the **full pre-trade-in amount** of the transaction in question, together with an extract of the Avalara website confirming the total sales tax rate applicable in that zip code, communicated herewith, *en liasse*, as **Exhibit P-8**;

80. As a comparison to said Exhibits P-7 and P-8, Plaintiff communicates herewith extracts from Apple's Canadian Website (https://www.apple.com/ca/) with similar trade-in calculation examples, this time in both Quebec and Ontario, evidencing that Apple continues to mislead the Canadian consumers and clients as concerning the Sales Taxes chargeable in the context of the Apple Trade In Program, copies of which are communicated herewith, *en liasse*, as **Exhibit P-9**.

81. This inconsistent behavior by Apple in Florida USA, coupled with Apple's prior knowledge here in Canada in the context of the Ontario Proceedings, confirms that Apple has full knowledge of the Sales Taxes issue in the context of the Apple Trade In Program but that Apple nonetheless intentionally continues its illegal conduct in Quebec and rest of Canada. This intentional and wilful behavior therefore further justifies a condemnation for punitive damages.

82. All of these damages to the Class Members are a direct and proximate result of Apple's conduct.

CONDITIONS REQUIRED TO INSTITUTE A CLASS ACTION

83. The composition of the Group makes it difficult or impracticable to apply the rules for mandates to sue on behalf of others or for consolidation of proceedings (Article 575 (3) C.C.P.) for the following reasons.

84. Apple offers its Apple Trade In Program, online and in its physical Apple Stores throughout the country and province.

85. Plaintiff is unaware of the specific number of persons included in the Group but given the tremendous popularity of Apple products, it is safe to estimate that it is in the tens of thousands.

86. Class Members are numerous and are scattered across the entire province and country.

87. In addition, given the costs and risks inherent in an action before the courts, many people will hesitate to institute an individual action against the Defendants. Even if the Class Members themselves could afford such individual litigation, the Court system could not as it would be overloaded. Further, individual litigation of the factual and legal issues raised by the conduct of Defendants would increase delay and expense to all parties and to the Court system.

88. Moreover, a multitude of actions instituted risks leading to contradictory judgments on issues of fact and law that are similar or related to all Class Members.

89. These facts demonstrate that it would be impractical, if not impossible, to contact each and every Class Member to obtain mandates and to join them in one action.

90. In these circumstances, a class action is the only appropriate procedure for all of the Class Members to effectively pursue their respective rights and have access to justice.

91. The damages sustained by the Class Members flow, in each instance, from a common nucleus of operative facts, namely Defendants' negligence, fault, and intentionally misleading representations to the Class Members.

92. The claims of the Class Members raise identical, similar or related issues of law and fact (Article 575 (1) C.C.P.), namely:

a) Did Apple engage in unlawful, unfair, misleading, and/or deceptive acts and practices in overcharging and collecting Sales Taxes in the context of the Apple Trade In Program?

b) Has Apple made false or misleading representations concerning the existence, charge, amount or rate of Sales Taxes payable under a Federal or Provincial statute, in the context of the Apple Trade In Program?

c) Does Apple unlawfully charge its customers the Federal and/or Provincial Sales Taxes on the full value of the New Device in the context of the Apple Trade In Program, as opposed to on the differential between that full value of the New Device and the value of Eligible Used Device?

d) Did Apple know, or should Apple have known that Sales Taxes are only chargeable on the differential between that full value of the New Device and the value of Eligible Used Device?

e) Did Apple knowingly, recklessly or gross negligently misrepresent to Class Members that full Sales Taxes were due on the full value of the New Device in the context of the Apple Trade In Program?

f) Was it reasonable for Class Members to rely on Apple to properly levy Sales Taxes in the context of the Apple Trade In Program?

g) Should an injunctive remedy be ordered to prohibit Apple from continuing to perpetrate the unlawful, unfair, misleading, and/or deceptive conduct?

h) Has Apple contravened Section 153(4) of the Federal Excise Tax Act (R.S.C., 1985, c. E-15) in the context of the Apple Trade In Program?

i) Has Apple contravened Quebec's Act respecting the Québec sales tax, chapter T-0.1 in the context of the Apple Trade In Program?

j) Has Apple contravened other applicable provincial legislations in the context of the Apple Trade In Program?

k) Should Apple be solidarily condemned to pay compensatory damages to the Class Members as a result of their false or misleading representations and prohibited practices in the context of the Apple Trade In Program, and what is the measure of said damages?

l) Should Apple be solidarily condemned to pay compensatory damages to the Class Members as a result of charging and collecting a greater amount in Sales Taxes as compared to what is legally required, in the context of the Apple Trade In Program, and what is the measure of said damages?

m) Should Apple be solidarily condemned to pay compensatory damages to the Class Members as compensation for the period during which they were deprived of possession of their property in the greater amount of:

(i) Interest calculated on the amount of money collected without right with the Barreau du Quebec's legal tax rate and additional indemnity calculator; or alternatively

(ii) Interest at the rate of 5% on the amount of money withheld in accordance with the Interest Act R.S.C., 1985, C. 1-15;

n) Should Apple be solidarily condemned to pay punitive and/or exemplary damages to the Class Members and what is the measure of said damages?

93. The majority of the issues to be dealt with are issues common to every Class Member.

94. The interests of justice favour that this application be granted in accordance with its conclusions.

NATURE OF THE ACTION AND CONCLUSIONS SOUGHT

95. The action that the Plaintiff wishes to institute for the benefit of the Class Members is an action in damages, injunctive relief and declaratory judgment.

96. The conclusions that the Plaintiff wishes to introduce by way of an Originating Class Action Application are:

GRANT the class action of the Plaintiff and each of the Class Members;

DECLARE the Defendants solidarily liable for the damages suffered by the Plaintiff and each of the Class Members;

DECLARE that the Defendants have been overcharging and collecting undue Sales Taxes from Class Members in contravention of the applicable legislation, in the context of the Apple Trade In Program;

ORDER Defendants to cease from continuing their unlawful, unfair, false, misleading and/or deceptive conduct;

CONDEMN the Defendants solidarily to pay to each of the Class Members a sum to be determined in compensation of the damages suffered, and **ORDER** collective recovery of these sums;

CONDEMN the Defendants solidarily to pay to Plaintiff and each of the Class Members a sum to be determined in punitive and/or exemplary damages, and **ORDER** collective recovery of these sums;

CONDEMN the Defendants solidarily to pay interest and additional indemnity on the above sums according to Law from the date of service of the Application for Authorization to Institute a Class Action;

ORDER the Defendants to deposit in the office of this Court the totality of the sums which forms part of the collective recovery, with interest, additional indemnity, and costs;

ORDER that the claims of individual Class Members be the object of collective liquidation if the proof permits and alternately, by individual liquidation;

CONDEMN the Defendants solidarily to bear the costs of the present action including experts' fees and notice fees;

RENDER any other order that this Honourable Court shall determine and that is in the interest of the Class Members;

97. Plaintiff suggests that this class action be exercised before the Superior Court in the District of Montreal for the following reasons:

a) Apple Canada Inc. has its *domicile élu* in the District of Montreal;
b) Defendants sold and offered their Apple Trade In Program in the District of Montreal;
c) Many Class Members are domiciled or work in the District of Montreal;

d) Plaintiff's legal counsel and Defendant's legal counsel practice law in the District of Montreal;

98. Plaintiff, who is requesting to obtain the status of representative, will fairly and adequately protect and represent the interest of the Class Members since Plaintiff:

a. is a member of the Class and has claims against Defendants, as detailed above, since he was mislead by Apple and was overcharged Sales Taxes by Apple in the context of the Apple trade In Program;

b. understands the nature of the action and has the capacity and interest to fairly and adequately protect and represent the interests of the Class Members;

c. is determined to lead the present file until a final resolution of the matter, the whole for the benefit of the Class Members;

d. is available to dedicate the time necessary for the present action before the Courts of Quebec and to collaborate with Class Counsel in this regard;

e. is ready and available to manage and direct the present action in the interest of the Class Members and is determined to lead the present file until a final resolution of the matter, the whole for the benefit of the Class Members;

f. does not have interests that are antagonistic to those of other Class Members;

g. has given the mandate to the undersigned attorneys to obtain all relevant information to the present action and intends to keep informed of all developments;

h. has given the mandate to the undersigned attorneys to post the present matter on their firm website in order to keep the Class Members informed of the progress of these proceedings and in order to more easily be contacted or consulted by said Class Members, who will be able to sign up on said firm website. In this regard, Plaintiff reserves his right to amend these proceedings in order to confidentially file certain communications received from the Class Members in this regard, for the authorization hearing;

i. is, with the assistance of the undersigned attorneys, ready and available to dedicate the time necessary for this action and to collaborate with other Class Members and to keep them informed;

99. The present application is well founded in fact and in law.

FOR THESE REASONS, MAY IT PLEASE THE COURT:

GRANT the present application;

AUTHORIZE the bringing of a class action in the form of an Application to institute proceedings in damages and injunctive relief and declaratory judgment;

APPOINT the Plaintiff as the Representative Plaintiff representing all persons included in the Class herein described as:

> All persons in Canada who participated in the Apple Trade In Program by providing their Eligible Used Device in the context of the purchase of a New Device from Apple, and who were charged Sales Taxes calculated on the full price of the New Device, or any other Group(s) or Sub-Group(s) to be determined by the Court;

IDENTIFY the principal questions of fact and law to be treated collectively as the following:

a) Did Apple engage in unlawful, unfair, misleading, and/or deceptive acts and practices in overcharging and collecting Sales Taxes in the context of the Apple Trade In Program?

b) Has Apple made false or misleading representations concerning the existence, charge, amount or rate of Sales Taxes payable under a Federal or Provincial statute, in the context of the Apple Trade In Program?

c) Does Apple unlawfully charge its customers the Federal and/or Provincial Sales Taxes on the full value of the New Device in the context of the Apple Trade In Program, as opposed to on the differential between that full value of the New Device and the value of Eligible Used Device?

d) Did Apple know, or should Apple have known that Sales Taxes are only chargeable on the differential between that full value of the New Device and the value of Eligible Used Device?

e) Did Apple knowingly, recklessly or gross negligently misrepresent to Class Members that full Sales Taxes were due on the full value of the New Device in the context of the Apple Trade In Program?

f) Was it reasonable for Class Members to rely on Apple to properly levy Sales Taxes in the context of the Apple Trade In Program?

g) Should an injunctive remedy be ordered to prohibit Apple from continuing to perpetrate the unlawful, unfair, misleading, and/or deceptive conduct?

h) Has Apple contravened Section 153(4) of the Federal Excise Tax Act (R.S.C., 1985, c. E-15) in the context of the Apple Trade In Program?

i) Has Apple contravened Quebec's Act respecting the Québec sales tax, chapter T-0.1 in the context of the Apple Trade In Program?

j) Has Apple contravened other applicable provincial legislations in the context of the Apple Trade In Program?

k) Should Apple be solidarily condemned to pay compensatory damages to the Class Members as a result of their false or misleading representations and prohibited practices in the context of the Apple Trade In Program, and what is the measure of said damages?

l) Should Apple be solidarily condemned to pay compensatory damages to the Class Members as a result of charging and collecting a greater amount in Sales Taxes as compared to what is legally required, in the context of the Apple Trade In Program, and what is the measure of said damages?

m) Should Apple be solidarily condemned to pay compensatory damages to the Class Members as compensation for the period during which they were deprived of possession of their property in the greater amount of:

(i) Interest calculated on the amount of money collected without right with the Barreau du Quebec's legal tax rate and additional indemnity calculator; or alternatively

(ii) Interest at the rate of 5% on the amount of money withheld in accordance with the Interest Act R.S.C., 1985, C. 1-15;

n) Should Apple be solidarily condemned to pay punitive and/or exemplary damages to the Class Members and what is the measure of said damages?

IDENTIFY the conclusions sought by the action to be instituted as being the following:

> **GRANT** the class action of the Plaintiff and each of the Class Members;
>
> **DECLARE** the Defendants solidarily liable for the damages suffered by the Plaintiff and each of the Class Members;
>
> **DECLARE** that the Defendants have been overcharging and collecting undue Sales Taxes from Class Members in contravention of the applicable legislation, in the context of the Apple Trade In Program;
>
> **ORDER** Defendants to cease from continuing their unlawful, unfair, false, misleading and/or deceptive conduct;
>
> **CONDEMN** the Defendants solidarily to pay to each of the Class Members a sum to be determined in compensation of the damages suffered, and **ORDER** collective recovery of these sums;
>
> **CONDEMN** the Defendants solidarily to pay to Plaintiff and each of the Class Members a sum to be determined in punitive and/or exemplary damages, and **ORDER** collective recovery of these sums;
>
> **CONDEMN** the Defendants solidarily to pay interest and additional indemnity on the above sums according to Law from the date of service of the Application for Authorization to

Institute a Class Action;

ORDER the Defendants to deposit in the office of this Court the totality of the sums which forms part of the collective recovery, with interest, additional indemnity, and costs;

ORDER that the claims of individual Class Members be the object of collective liquidation if the proof permits and alternately, by individual liquidation;

CONDEMN the Defendants solidarily to bear the costs of the present action including experts' fees and notice fees;

RENDER any other order that this Honourable Court shall determine and that is in the interest of the Class Members;

DECLARE that all Class Members who have not requested their exclusion from the Class in the prescribed delay to be bound by any Judgment to be rendered on the class action to be instituted;

FIX the delay of exclusion at 30 days from the date of the publication of the notice to the Class Members;

ORDER the publication or notification of a notice to the Class Members in accordance with Article 579 C.C.P., within sixty (60) days from the Judgment to be rendered herein in digital edition of the LaPresse, the Journal de Montreal, the Journal de Quebec, the Montreal Gazette, the Globe and Mail, and the National Post, and **ORDER** Defendants to pay for all said publication/notification costs;

ORDER that said notice be posted and available on the home page of Defendants' various websites, Facebook page(s), and X (formerly Twitter) account(s) and Instagram accounts, and **ORDER** Defendants to send the notice by email with proof of receipt and by direct mail to all Class Members;

THE WHOLE with costs including without limitation the Court filing fees herein and all costs related to preparation and publication of the notices to Class Members.

MONTREAL, APRIL 7, 2025

LEX GROUP INC.

(s) *Lex Group Inc.*

Per: David Assor

Class Counsel / Attorneys for Plaintiff
4101 Sherbrooke St. West
Westmount, (Québec), H3Z 1A7
Telephone: 514.451.5500 ext. 101
Fax: 514.940.1605

NOTICE OF PRESENTATION

TO:

APPLE CANADA INC.
1000 rue De la Gauchetière Ouest, suite MZ400, in the city and District of Montréal, Province of Québec, H3B 0A2

-and-

APPLE, INC.
1 Apple Park Way, in the City of Cupertino, State of California, 95014, USA

TAKE NOTICE that the present *Application for authorization to Institute a Class Action* will be presented before one of the Honourable Judges of the Superior Court of Québec at the Courthouse of Montreal situated at 1 Notre Dame East, Montreal, Québec, on a date to be determined by the coordinating Judge of the Class Action division.

DO GOVERN YOURSELF ACCORDINGLY.

MONTREAL, APRIL 7, 2025

LEX GROUP INC.

(s) Lex Group Inc.

Per: David Assor
Class Counsel / Attorneys for Plaintiff

SUMMONS

(Articles 145 and following C.C.P.)

Filing of a judicial application

Take notice that the Plaintiff(s) has filed this application in the office of the Superior Court of Quebec in the judicial district of Montreal.

Defendant's answer

You must answer the application in writing, personally or through a lawyer, at the courthouse of Montreal, situated at 1, Notre-Dame Est, Montréal, Québec within 15 days of service of the application or, if you have no domicile, residence or establishment in Québec, within 30 days. The answer must be notified to the Plaintiff's lawyer or, if the Plaintiff is not represented, to the Plaintiff.

Failure to answer

If you fail to answer within the time limit of 15 or 30 days, as applicable, a default judgment may be rendered against you without further notice and you may, according to the circumstances, be required to pay the legal costs.

Content of answer

In your answer, you must state your intention to:

- negotiate a settlement;
- propose mediation to resolve the dispute;
- defend the application and, in the cases required by the Code, cooperate with the Plaintiff in preparing the case protocol that is to govern the conduct of the proceeding. The protocol must be filed with the court office in the district specified above within 45 days after service of the summons or, in family matters or if you have no domicile, residence or establishment in Québec, within 3 months after service;
- propose a settlement conference.

The answer to the summons must include your contact information and, if you are represented by a lawyer, the lawyer's name and contact information.

Change of judicial district

You may ask the court to refer the originating application to the district of your domicile or residence, or of your elected domicile or the district designated by an agreement with the Plaintiff.

If the application pertains to an employment contract, consumer contract or insurance contract, or to the exercise of a hypothecary right on an immovable serving as your main residence, and if you are the employee, consumer, insured person, beneficiary of the insurance contract or hypothecary debtor, you may ask for a referral to the district of your domicile or residence or the district where the immovable is situated or the loss occurred. The request must be filed with the special clerk of the district of territorial jurisdiction after it has been notified to the other parties and to the office of the court already seized of the originating application.

Transfer of application to Small Claims Division

If you qualify to act as a Plaintiff under the rules governing the recovery of small claims, you may also contact the clerk of the court to request that the application be processed according to those rules. If you make this request, the Plaintiff's legal costs will not exceed those prescribed for the recovery of small claims.

Calling to a case management conference

Within 20 days after the case protocol mentioned above is filed, the court may call you to a case management conference to ensure the orderly progress of the proceeding. Failing this, the protocol is presumed to be accepted.

Exhibits supporting the application

In support of the application, the Plaintiff intends to use the following exhibits:

Exhibit P-1: *Registraire des Entreprise du Québec* Report regarding Apple Canada Inc.

Exhibit P-2: Plaintiff's November 10, 2024 screenshot of the "Review your bag" screen.

Exhibit P-3: November 10, 2024 order confirmation email from Apple to Plaintiff.

Exhibit P-4: November 12, 2024 "Your items have shipped" email from Apple to Plaintiff.

Exhibit P-5: November 13, 2024 "Apple Trade In – Your trade-in has been initiated" confirmation email from Apple to Plaintiff.

Exhibit P-6: November 29, 2024 "Good news. Your trade-in is complete" confirmation email from Apple to Plaintiff.

Exhibit P-7: Extract from the Apple.com website with a trade-in calculation example in the North Miami (Florida) 33160 Zip Code, together with an extract of the Avalara website confirming the total sales tax rate applicable in that zip code, en liasse.

Exhibit P-8: Extract from the Apple.com website with a trade-in calculation example in the Pinellas County (Florida) 34695 Zip Code, together with an extract of the Avalara website confirming the total sales tax rate applicable in that zip code, en liasse.

Exhibit P-9: Extracts from Apple's Canadian Website (https://www.apple.com/ca/) with trade-in calculation examples for both Quebec and Ontario, *en liasse*.

These exhibits are available on request.

Notice of presentation of an application

If the application is an application in the course of a proceeding or an application under Book III, V, excepting an application in family matters mentioned in article 409, or VI of the Code, the establishment of a case protocol is not required; however, the application must be accompanied by a notice stating the date and time it is to be presented.

DO GOVERN YOURSELF ACCORDINGLY.

MONTREAL, APRIL 7, 2025

LEX GROUP INC.

(s) Lex Group Inc.

Per: David Assor
Class Counsel / Attorneys for Plaintiff